



Professional Service Bid Solicitation for Optometry Services @ Wilder Youth Development Center

RELEASE DATE November 28, 2007

Exhibit 1

1. DESCRIPTION OF REQUIRED SERVICE

1.1. The successful Bidder must provide the exact service as detailed and required by Attachment 1, *Pro Forma* Contract, which specifically details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

1.2. The *pro forma* contract substantially represents the contract document that the successful bidder must sign.

2. BID REQUIREMENTS & MINIMUM CONTRACTOR QUALIFICATIONS

2.1. Each bidder must submit ALL of the following:

2.1.1.a completed, exact copy of Attachment C, *Cost Proposal Bid Sheet*

2.1.2.a description of the Bidder's experience providing the required or similar services detailed in the attached *pro forma* contract

2.1.3.three references with whom the Bidder has previously contracted to provide service comparable to that required by the attached *pro forma* contract

2.1.4.a description detailing how the Bidder will provide service if awarded the subject contract.

2.1.5.a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.

2.1.6.documentation proving Bidder compliance with all minimum requirements detailed below:

2.1.6.a. The Contractor must be or employ a qualified optometrist licensed to practice in the State of Tennessee.

2.2. In addition to the requirements of section 2.1., *et seq.* above, each Bidder that will use other individuals to provide services under the subject contract must ALSO submit ALL of the following:

2.2.1.a description of each proposed service provider's experience providing the required or similar services detailed in the attached *pro forma* contract;

2.2.2. a copy of a valid certificate(s) of insurance indicating that each proposed service provider is insured with liability insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.

2.2.3.documentation proving each proposed service provider's compliance with all minimum requirements detailed below:

2.2.3.a. The Contractor must be or employ a qualified optometrist licensed to practice in the State of Tennessee.

3. COMMUNICATION REQUIREMENTS

a. Procurement Coordinator:

The following individual shall be the Procurement Coordinator and the main point of contact for this Alternative Competitive Procurement.

Dana Scott
State of Tennessee Department of Children's Services
Office of Contracts and Grants Administration
7th Floor, Cordell Hull Building
436 Sixth Avenue North
Nashville, TN, 37243-1290
Tel: 615-741-1207
Fax: 615-244-8969

b. Communications Between State and Bidder

All vendor communications concerning this procurement must be directed to the Procurement Coordinator.

All communications should be in writing to the Coordinator.

The State shall respond in writing to written communications from Bidders. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

4. BID PROPOSAL INFORMATION

a. Submitting the Bid Proposal

All Bid Proposals MUST be sent to the Procurement Coordinator and received at the following address by the date and time specified in the Schedule of Events.

State of Tennessee Department of Children's Services
Office of Contracts and Grants Administration
7th Floor, Cordell Hull Building
436 Sixth Avenue North
Nashville, TN, 37243-1290

Bidders MUST submit one (1) copy of their Bid Proposal Packet no later than Wednesday, December 19, 2007 at 11:00 am.

Attachment 1, Pro Forma Contract

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
JOHN S. WILDER YOUTH DEVELOPMENT CENTER
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Children's Services, John S. Wilder Youth Development Center (WYDC), hereinafter referred to as the "State" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of optometry services, as further defined in the "SCOPE OF SERVICES."

The Contractor is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.

Contractor Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor agrees to perform the following services in the Contractor's office using Contractor's equipment and supplies:
 - A.2.a. Provide eye examination to students to include the following:
 - 1. Test of vision (diaoptron computerized refractor test desirable)
 - 2. Check eyes for glaucoma
 - 3. Eye examination Refraction
 - A.2.b. Provide Optical Prescription Services.
 - A.2.c. Provide Corrective lenses, plastic only
 - 1. Single vision lenses
 - 2. Bi-focal Lenses
 - A.2.d. Provide Plastic Frames
 - A.2.e. Dispense Glasses
 - A.2.f. Provide parts and replacement of the parts for glasses.
- A.3. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered or forfeit payment for those services.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2008 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from January 1, 2008, through June 30, 2008, the following rates shall apply:

Service Description	Amount (per compensable increment)
Eye Examination	\$ NUMBER each
Optical prescription services	\$ NUMBER each
Dispensing of Glasses	\$ NUMBER each
Replacement of Parts for Glasses	\$ NUMBER each
Corrective lenses, plastic, single-vision	\$ NUMBER each
Corrective lenses, plastic, Bi-focal lenses	\$ NUMBER each
Plastic Frames	\$ NUMBER each

(2) For service performed from July 1, 2008, through June 30, 2009, the following rates shall apply:

Service Description	Amount (per compensable increment)
Eye Examination	\$ NUMBER each
Optical prescription services	\$ NUMBER each
Dispensing of Glasses	\$ NUMBER each
Replacement of Parts for Glasses	\$ NUMBER each
Corrective lenses, plastic, single-vision	\$ NUMBER each
Corrective lenses, plastic, Bi-focal lenses	\$ NUMBER each
Plastic Frames	\$ NUMBER each

(3) For service performed from July 1, 2009, through June 30, 2010, the following rates shall apply:

Service Description	Amount (per compensable increment)
Eye Examination	\$ NUMBER each
Optical prescription services	\$ NUMBER each
Dispensing of Glasses	\$ NUMBER each
Replacement of Parts for Glasses	\$ NUMBER each
Corrective lenses, plastic, single-vision	\$ NUMBER each
Corrective lenses, plastic, Bi-focal lenses	\$ NUMBER each
Plastic Frames	\$ NUMBER each

(4) For service performed from July 1, 2010 through June 30, 2011, the following rates shall apply:

Service Description	Amount (per compensable increment)
Eye Examination	\$ NUMBER each
Optical prescription services	\$ NUMBER each
Dispensing of Glasses	\$ NUMBER each
Replacement of Parts for Glasses	\$ NUMBER each
Corrective lenses, plastic, single-vision	\$ NUMBER each
Corrective lenses, plastic, Bi-focal lenses	\$ NUMBER each
Plastic Frames	\$ NUMBER each

(5) For service performed from July 1, 2011, through June 30, 2012, the following rates shall apply:

Service Description	Amount (per compensable increment)
Eye Examination	\$ NUMBER each
Optical prescription services	\$ NUMBER each
Dispensing of Glasses	\$ NUMBER each
Replacement of Parts for Glasses	\$ NUMBER each
Corrective lenses, plastic, single-vision	\$ NUMBER each
Corrective lenses, plastic, Bi-focal lenses	\$ NUMBER each
Plastic Frames	\$ NUMBER each

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice (Attachment A) the State only after completion of the work described in Section A of this Contract, and as required below prior to any payment.
- a. The Contractor shall submit an invoice, with all necessary supporting documentation, to:

Department of Children's Services, Payables
436 Sixth Avenue North
7th Floor, Cordell Hull Bldg
Nashville, Tennessee 37243-1290
 - b. Such invoice shall clearly and accurately detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Contract Number (assigned by the State to this Contract);
 - (4) Account Name: Department of Children's Services & Juvenile Justice- WYDC;
 - (5) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (6) Contractor Name;
 - (7) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (8) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (9) Contractor Remittance Address;
 - (10) Description of Delivered Service; and
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service;
 - v. Total Amount Due for the invoice period.
 - c. The Contractor understands and agrees that the invoice shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
 - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of an invoice meeting the minimum requirements above.
 - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
 - f. If the Contractor fails to comply with the provisions of Section A.3. of the Scope of Services, the Contractor shall forfeit payment for those services.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form". This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or

services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jane Shaw
 John S. Wilder Youth Development Center
 13870 Highway 59
 P. O. Box 639
 Somerville, TN 38068
jane.shaw@state.tn.us
 Telephone Number: 901-465-7359
 Facsimile Number: 901-465-7363

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON

CONTRACTOR NAME

ADDRESS

EMAIL ADDRESS

Telephone # NUMBER

FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.7. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.9. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.13. Violation of Security and Facility Policies. Violation of security and facility policies or practices, or possession of contraband items will result in the Contractor being immediately escorted from campus and arrested/criminally prosecuted as warranted.
- E.14. Criminals Records Check. All Contractor personnel performing work under this contract shall be required to submit to character checks and / or screening evaluations and to fingerprinting for criminal records check and shall be required to successfully complete training required of all contract personnel prior to the effective date of the contract.
- E.15. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CHILDREN'S SERVICES:

VIOLA P. MILLER, COMMISSIONER**DATE****APPROVED:**

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**DATE**

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES**DATE**

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**DATE**

Attachment A



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
Juvenile Justice
Cordell Hull Building, 8th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-1290

FEE-FOR-SERVICE INVOICE

CONTRACTOR INVOICE NUMBER _____

ACCOUNT/CUSTOMER NUMBER _____ unique # assigned by Contractor to the (DCS –Division/Program Area) Account Name

INVOICE DATE _____

Contractor Name: _____

Contract Number: _____

Remittance Address: _____

Contractor Tax ID or SSN: _____

City, State, Zip Code: _____

Contractor Contact _____

Program Type: _____

Phone Number: () _____

Contract Period: _____

Cell Phone: () _____

Fax Number: () _____

E-mail Address: _____

SERVICES

[A] NAME & TITLE OF INDIVIDUAL	[B] SERVICES AUTHORIZED	[C] INVOICE /SERVICE DATE (S)	[D] UNITS/HOURS AUTHORIZED	[E] NUMBER OF Units provided	[F] Unit Cost/Hourly Rate	[G] AMOUNT AUTHORIZED
					TOTAL PAYMENT	\$

STATE AUTHORIZATION:

I hereby certify, to the best of my knowledge,
the accuracy of the information provided in
this invoice, and that the amounts billed have
not been previously requested and are in
accordance with the contract terms and conditions.

DCS SIGNATURE AUTHORIZATION

DATE

() -
PHONE #

CONTRACTOR SIGNATURE

DATE

CSA SIGNATURE AUTHORIZATION

DATE

() -
PHONE #

PRINT NAME OF CONTRACTOR SIGNEE

DCS FISCAL USE ONLY

TC

MOD

ALLOT

FD

CC

OBJ

AGOBJ

DV NO.

REF

FFY

DUE

DESC

ATTACHMENT B**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Professional Service Bid Solicitation

Attachment C, Cost Proposal Bid Sheet

COST PROPOSAL BID SHEET						
NOTICE TO PROPOSER: This Cost Bid Proposal MUST be completed EXACTLY as required.						
BIDDER NAME:						
SIGNATURE & DATE:						
COST BID SCHEDULE						
The proposed cost bid, detailed below, shall indicate the proposed price for providing all services as defined in the <i>Pro Forma Contract Scope of Services</i> for the total contract period.						
Bid Item Description	Proposed Cost Bid (per described increment)					Amount
	January 1, 2008 through June 30, 2008	July 1, 2008 through June 30, 2009	July 1, 2009 through June 30, 2010	July 1, 2010 through June 30, 2011	July 1, 2011, through June 30, 2012	
Eye Examination						
Optical prescription services						
Dispensing of Glasses						
Replacement of Parts for Glasses						
Corrective lenses, plastic, single-vision						
Corrective lenses, plastic, Bi-focal lenses						
Plastic Frames						
BID EVALUATION AMOUNT * : <i>(sum of all bid cost amounts above)</i>						

* The state will use the *BID EVALUATION AMOUNT* derived from the proposed cost amounts above to determine the Bidder offering the lowest cost to the state.